

12/01/92



BURLINGTON NORTHERN RAILROAD

TO: Bruce Sheppard, Environmental Eng.
FROM: Rita Shaw, Permit Department
DATE: DEC 1 1992
SUBJECT: Private Crossing Permits 217,404 and
(NP) 86859.

Please see the attached 9/14/92 letter from Dept. of Ecology. This was provided to me yesterday by D. L. Hart (card copy attached.) They are researching the two permits listed above, which access the north and south properties addressed in DOE letter.

She indicated that our property is probably affected by this contamination. Therefore, I am also attaching copies of the two permits and whatever maps were available so that you may review this situation.

I realize that this might just be one more problem which you don't need, but believed it necessary to pass on information of this kind when it is presented.

Hopefully - you already are aware of this matter and it is all O.K.

Rita

USEPA SF



1337619



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office, 3190 - 160th Ave S.E. • Bellevue, Washington 98008-5452 • (206) 649-7000

REC'D SEP 21 1992

September 14, 1992

Mr. Don Erickson
Zoning Administrator
Development Services Division
Planning/Building Public Works Department
City of Renton
200 Hill Avenue S
Renton, WA 98055

RECEIVED
SEP 17 1992

Schwabe, Williamson, Ferguson & Burdall

Dear Mr. Erickson:

Re: Proposed Lot Line Adjustment for the J.H. Baxter
Property, Renton, Washington

This letter is being written in response to a letter to me from Mr. James Hanken, J.H. Baxter attorney, dated August 13, 1992. Mr. Hanken expressed that the City of Renton has a reluctance to proceed on a lot line adjustment for the above property without the official recognition of the Department of Ecology (Ecology) that this is appropriate.

A risk assessment was conducted on the soils, groundwater and sediment data for the northern parcel of the property. The risk assessment established health based levels of concern to be compared to site data. A theoretical line was then drawn splitting the property into two sections. Land north of the "line of demarcation" contains low chemical levels not posing a risk to human health or the environment. Land south of the line is considered contaminated and subject to further remedial action.

The risk assessment went through a 30-day public comment period. The intended purpose of splitting the property in half for the purposes of the eventual sale and development of the northern parcel was stated in the public notice. No comments were received. Upon the close of the public comment period, Ecology made a determination of no further action on the northern parcel, and approved of the surveying methods which were to be used to separate the northern and southern parcels.

In light of the above, the Department of Ecology has no objections to the proposed lot line adjustment. Please feel free to call me at 649-7058 should you have further questions, or should you desire more information.

Sincerely,

Gail Colburn

Gail Colburn
Site Manager
Toxics Cleanup Program

cc: James Hanken
Schwabe, Williamson, Ferguson, & Burdall



Div. of DPK, Inc.

NOV 30 1992

DEBORAH LYNN HART
VICE PRESIDENT - OPERATIONS

AGREEMENT, made this 1st day of May 19 75,
 between BURLINGTON NORTHERN INC., a Delaware corporation, hereinafter called "Railroad", and
 QUENDALL TERMINALS, a partnership of Altino Properties, Inc. and Puget
 Timber Company
 whose post office address is P. O. Box 477, Renton, Washington 98055
 , hereinafter called "Permittee,"

WITNESSETH:

WHEREAS, Permittee desires for Permittee's use the construction and maintenance upon the right of way
 of Railroad of a private 32 foot standard plank crossing over the main line and
 siding

hereinafter sometimes jointly referred to as the "roadway", and sometimes referred to as the "crossing" to be located at
 Mile Post 6+1203 feet, survey station 943+35, near Quendall, King County
 Washington

as shown ^{red} upon the plan which is attached hereto and made a part hereof, marked Exhibit "A", and Railroad agrees to
 the construction and maintenance thereof and the use thereof by Permittee upon the following terms and conditions:

1. The Permittee shall, at its own sole cost and expense, do any
 required grading of the approaches and furnish all material required for
 the two 32 foot crossings.

The Railroad shall, at the cost and expense of the Permittee,
 construct and maintain two 32 foot crossings, with Permittee to furnish
 the material, furnish and place two private crossing stop signs, raise
 200 feet of the siding with maximum of 6 inch lift, furnish and place
 20 renewal ties, remove two existing 20 foot plank crossings, remove
 two reflectorized crossings signs and construct two timber barricades.

Permittee, at its own sole cost and expense, shall obtain and
 furnish to Railroad a policy of public liability and property damage
 insurance as set out in Exhibit "B" attached hereto and made a part
 hereof.

2. Permittee shall, upon execution hereof, pay to Railroad for the license and permission hereby granted the sum
 of Twenty five Dollars (\$25.00) for the first five year period and for
 each subsequent five years that this permit remains in effect.

3. Permittee shall, before any construction is begun, also pay to Railroad the sum of One Thousand
 nine hundred fifty dollars (\$1,950.00).

the agreed cost of the work and materials to be furnished by Railroad at the expense of Permittee, ~~including cost of~~
~~removal of said roadway~~

Permittee shall also pay to Railroad from time to time the cost of the maintenance, additions and betterments
 done by Railroad herein agreed to be borne by Permittee, within twenty (20) days after bills are rendered therefor.

EXHIBIT "B"

BURLINGTON NORTHERN INC. PERMIT NO. 217,404

The Permittee shall procure and furnish to the Railroad a policy of Public Liability and Property Damage Liability insurance as herein provided, or certificate with respect thereto, together with a Contractual Liability Endorsement attached thereto, under the terms of which the insuring agreements of the policy are extended to cover the liability assumed by the Permittee hereunder. The form of said Endorsement is hereto attached.

The Permittee shall carry regular Contractual Public Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of the bodily injuries to or death of one person, and, subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons, in any one accident, and regular Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages to or destruction of property in any one accident, and, subject to that limit, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property during the policy period.

Such policy or certificate with respect thereto, together with said Contractual Liability Endorsement attached thereto, shall be submitted to the Railroad for approval as to the insurance company writing same, the amount and the form, and, upon approval and prior to commencement of any work to be performed under this agreement, or any use of said crossing, the Permittee shall deposit the same with the Railroad.

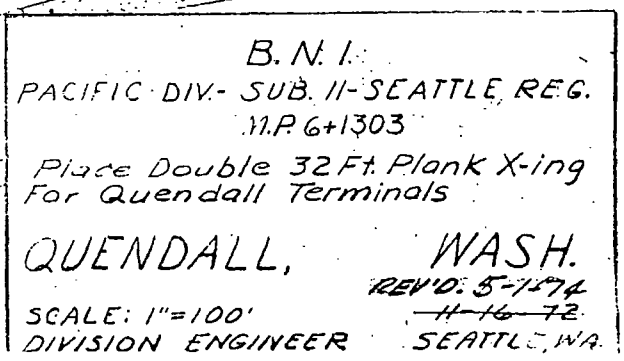
It is understood that said insurance policies shall be so written that no insurance company shall have any recourse against the Railroad, by way of subrogation or otherwise, for any loss covered by or paid or payable under said policies.

EXHIBIT C

BM
BURLINGTON NORTHERN INC., and QUENDALL TERMINALS

acknowledge that QUENDALL TERMINALS has many sublessees and licensees who utilize part or all of the premises of QUENDALL TERMINALS and are required to utilize the crossing of BURLINGTON NORTHERN. The sublessees and licensees change rapidly from time to time and, rather than coming each and every time for express consent of BURLINGTON NORTHERN and going through that procedure, the parties agree that BURLINGTON NORTHERN hereby grants permission to use the crossing to any persons that QUENDALL TERMINALS allows, so long as QUENDALL TERMINALS requires as a condition to allowing them to utilize the crossing, that its licensees or sublessees utilizing the railroad crossing sign an agreement containing the language of paragraph nine of this crossing permit and further that the insurance that QUENDALL TERMINALS is required to obtain pursuant to Exhibit B of the crossing permit, covers the sublessees and licensees as well.

948751. NO. 60. 100.



4. Should the right of way be now or hereafter fenced at the location described, Permittee shall construct, maintain, and keep repaired at Permittee's expense, farm crossing gates in a manner satisfactory to the Division Superintendent of Railroad, and said gates shall be kept closed, except when necessary to be open for travel. Permittee agrees to assume all damages of every kind whatsoever resulting from Permittee's failure to keep gates closed, or for failure to keep the same in proper repair, as agreed in this paragraph.

5. Permittee shall at all times keep the flangeways of said crossing free and clear of all snow, dirt or any other obstructions whatsoever which may accumulate by virtue of vehicles or farm machinery crossing thereover or otherwise.

6. Permittee shall not permit said crossing to be used as a public crossing.

7. Permittee, at Permittee's own expense, shall remove and keep removed any vegetation at said crossing which may interfere with the view of trains approaching in either direction.

8. The permission hereby granted shall neither be or be deemed or construed to be a grant of land nor shall it constitute ownership by Permittee of the roadway or that portion of the right of way of Railroad upon which the roadway is located.

9. Permittee shall and hereby does release and discharge Railroad of and from any and all liability for damage to or destruction of the said roadway, or any property of Permittee thereon; and shall and hereby does assume any and all liability for injury to or death of persons, or loss of or damage to property in any manner arising from or during the construction, use, maintenance, repair or removal of said roadway, however such injury, death, loss, damage or destruction aforesaid may occur or be caused; and shall and hereby does indemnify and save harmless Railroad of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs or expenses arising or growing out of or in connection with any such injury, death, loss, damage or destruction aforesaid. Permittee further agrees to appear and defend in the name of Railroad any suits or actions at law brought against it on account of any such personal injuries, death or damage to property, and to pay and satisfy any final judgment that may be rendered against the Railroad in any such suit or action. The liability assumed by Permittee herein shall not be affected or diminished by the fact, if it be a fact, that any such suit or action brought against Railroad may arise out of negligence of Railroad, its officers, agents, servants or employees, or be contributed to by such negligence.

10. In the event Railroad shall require the use of its premises occupied by the said roadway or any part thereof for any purpose whatsoever, or if Permittee shall fail to keep and perform any of the terms and conditions of this agreement herein agreed by Permittee to be kept and performed, Railroad shall have the right to terminate this agreement at any time upon giving to Permittee thirty (30) days' written notice of its intention so to do and shall, upon expiration of said thirty (30) days, have the right to remove said crossing and barricade said roadway at the cost and expense of Permittee. Said notice shall be good if served personally upon Permittee or posted upon the premises or deposited postpaid in a United States Post Office, addressed to Permittee at Permittee's Post Office address above stated. No portion of any payments made hereunder will be refunded upon termination of this agreement.

11. Permittee shall not assign this agreement or permit any other person or persons to use or occupy any portion of the premises of Railroad occupied by the said roadway without first having obtained the written consent of Railroad, except as provided on Exhibit C attached hereto and incorporated herein by reference.

12. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

In presence of:

BURLINGTON NORTHERN INC.

By Q. W. Travel
General Manager—Leases and Contracts

QUENDALL TERMINALS

By Permittee
Permittee